

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM724095

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Madryn Health Partners, LP		04/26/2022	Limited Partnership:
RECEIVING PARTY DATA			
Name:	ESTABLISHMENT LABS HOLDINGS INC.		
Street Address:	c/o Establishment Labs Sociedad Anonima		
Internal Address:	Zona Franca El Coyol, Building B25		
City:	Alajuela		
State/Country:	COSTA RICA		
Entity Type:	Company: VIRGIN ISLANDS, BRITISH		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86864754	ESTABLISHMENT LABS	
Serial Number:	86864758	MOTIVAIMAGINE	
Serial Number:	86864755	MOTIVA	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	704-331-1000		
Email:	jansnider@mvalaw.com, vangambrell@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	100 NORTH TRYON STREET, SUITE 4700		
Address Line 2:	ATTN: IP DEPARTMENT		
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	039485.000010		
NAME OF SUBMITTER:	JAMES VAN CLEAVE GAMBRELL		
SIGNATURE:	/James Van Cleave Gambrell/		
DATE SIGNED:	04/26/2022		
Total Attachments: 3			
source=Release of Security Interest in Trademarks - Establishment Labs Holdings#page1.tif			
source=Release of Security Interest in Trademarks - Establishment Labs Holdings#page2.tif			

OP \$90.00 86864754

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS dated as of April 26, 2022 (this “Release”), is made by Madryn Health Partners, LP, a Delaware limited partnership, as administrative agent for the Secured Parties (“Administrative Agent”), in favor of ESTABLISHMENT LABS HOLDINGS INC., a BVI business company, limited by shares and incorporated under the laws of the British Virgin Islands (“Company”).

WHEREAS, pursuant to that certain U.S. Security Agreement dated August 24, 2017 (as the same may be amended, modified, restated or supplemented from time to time, the “Security Agreement”), by and among the Company and the Administrative Agent, the Company granted to the Administrative Agent a continuing security interest in and lien upon to certain trademarks, trademark licenses and trademark applications.

WHEREAS, pursuant to the Security Agreement, Company executed and delivered to Administrative Agent, for the benefit of the Secured Parties, a Notice of Grant of Security Interest in Trademarks, dated August 24, 2017 (“Notice”) that included the trademarks and trademark applications listed on Schedule 1.

WHEREAS, the Notice was recorded at the United States Patent and Trademark Office (“USPTO”) on August 24, 2017, at Reel 6137, Frame 0900.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Administrative Agent, on behalf of the Secured Parties, and Company agrees as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement.

SECTION 2. Termination and Release. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the continuing security interest in and continuing lien upon the trademarks, trademark licenses and trademark applications, including those listed on Schedule 1 attached hereto, granted pursuant to the Security Agreement, and reassigns to Company any and all right, title and interest that it may have, in, to and under such trademarks, trademark licenses and trademarks applications granted pursuant to the Security Agreement; and

(b) authorizes the recordation of this Release with the USPTO at Company’s expense.

SECTION 3. Further Assurances. Administrative Agent agrees, at Company’s expense, to take all further actions, and provide to Company and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as Company and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

SECTION 4. Choice of Law. This Release and obligations of the parties hereunder, and all of their successors, assigns, and transferees, shall be governed by and construed in accordance with the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

ADMINISTRATIVE AGENT:

MADRYN HEALTH PARTNERS, LP

By: MADRYN HEALTH ADVISORS, LP,
its General Partner

By: MADRYN HEALTH ADVISORS GP, LLC,
its General Partner

By:

Name: Avinash Amin

Title: Member



[Signature Page to Termination and Release of Security Interest in Trademarks]